

Form PTO-1594 (Rev. 07/05)
OMB Collection 0651-0027 (exp. 6/30/2008)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

CapitalSource Finance LLC

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation- State: Delaware
☐ Other _____

Citizenship (see guidelines) _____

Additional names of conveying parties attached? ☐ Yes ☒ No

3. Nature of conveyance)/Execution Date(s) :

Execution Date(s) 5/14/2007

- ☐ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☒ Other Termination and Release of Security

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? ☐ Yes ☒ No

Name: Trover Solutions, Inc. and TSI Holding Co., Inc.

Internal _____

Address: _____

Street Address: 1600 Watterson Tower

City: Louisville

State: Kentucky

Country: USA Zip: 40218

- ☐ Association Citizenship _____
☐ General Partnership Citizenship _____
☐ Limited Partnership Citizenship _____
☒ Corporation Citizenship Delaware
☐ Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☐ No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

SEE SCHEDULE B ATTACHED

Additional sheet(s) attached? ☒ Yes ☐ No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):
SEE SCHEDULE B ATTACHED

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Steven J. Moore

Internal Address: Intellectual Property Department

Kelley Drye & Warren LLP

Street Address: 400 Atlantic Street

13th Floor

City: Stamford

State: CT Zip: 06901

Phone Number: 203-351-8020

Fax Number: 203-327-2689

Email Address: smoore@kelleydrye.com

6. Total number of applications and registrations involved:

14

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 365.00

- ☐ Authorized to be charged by credit card
☒ Authorized to be charged to deposit account
☐ Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number 11-0404

Authorized User Name Kelley Drye & Warren LLP

9. Signature:



Signature

STEVEN J. MOORE, REG. NO. 35,959

Name of Person Signing

June 29, 2007

Date

Total number of pages including cover sheet, attachments, and document: 8

Documents to be recorded (including cover sheet) should be faxed to (671) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1460, Alexandria, VA 22313-1460

CH \$365.00 110404 2451116

Schedule B**TRADEMARKS AND TRADEMARK APPLICATIONS**

<u>Description</u>	<u>Registration Date</u>	<u>Registration #</u>
TransPaC Solutions and Design [double swoosh]	05/15/2001	2,451,116
TransPaC Solutions	03/19/2002	2,551,023
Healthcare Recoveries: Subro and claim reimbursement services	04/02/2002	2,555,157
Healthcare Recoveries and Design [swoosh]: Subro and claim reimbursement	04/02/2002	2,555,156
Troveris: Subro	06/10/2003	2,725,194
Trover Solutions	08/26/2003	2,757,176
Improving the Science of Recovery	10/07/2003	2,771,758
Troveris and Design [swoosh]: Subro	08/03/2004	2,869,591
Troveris: Software	08/17/2004	2,874,812
Troveris and Design [swoosh]: Software	08/17/2004	2,874,813
Healthcare Recoveries and Design [swoosh]: Provider bill auditing, healthcare cost review, etc.	11/23/2004	2,904,948
Healthcare Recoveries: Provider bill auditing, healthcare cost review, etc.	12/21/2004	2,912,952
Trover Solutions, Inc. and Design [swoosh]: Provider bill auditing, healthcare cost review, etc.	12/21/2004	2,912,915
Trover Solutions, Inc. and Design [swoosh]: Subro and consulting services	12/21/2004	2,912,916

Execution Version**TERMINATION AND RELEASE OF SECURITY INTERESTS IN PATENTS,
TRADEMARKS AND COPYRIGHTS**

This TERMINATION AND RELEASE OF SECURITY INTERESTS IN PATENTS, TRADEMARKS AND COPYRIGHTS (this "Release") is made this 14th day of May 2007 (the "Release Date") by CapitalSource Finance LLC, as Collateral Agent for the lenders from time to time party to the Amended and Restated Credit Agreement described below (the "Secured Party"), for the benefit of Trover Solutions, Inc., a Delaware corporation (the "Borrower"), and TSI Holding Co, Inc., a Delaware corporation ("Holdings", collectively with the Borrower, the "Released Parties").

WHEREAS, the Released Parties have entered into that certain Amended and Restated Credit Agreement, dated as of July 18, 2006, with the Secured Party, as administrative agent, and the lenders from time to time party thereto (as at any time prior to the date hereof amended, supplemented or otherwise modified, the "Credit Agreement");

WHEREAS, to secure payment and performance in full of the lender obligations, the Released Parties and the Secured Party entered into certain Security Documents, including (1) the Patent Security Agreement, dated as of June 15, 2005 (the "2005 Patent Security Agreement"), (2) the Patent Security Agreement, dated as of July 18, 2006 (the "2006 Patent Security Agreement" and together with the 2005 Patent Security Agreement, the "Patent Security Agreements"), (3) the Trademark Security Agreement, dated as of June 15, 2005 (the "Trademark Security Agreement"), and (4) the Copyright Security Agreement, dated as of June 15, 2005 (the "Copyright Security Agreement," collectively with the Patent Security Agreements and the Trademark Security Agreement, the "IP Security Agreements"), pursuant to which the Released Parties granted to the Secured Party security interests and liens in and to certain assets of the Released Parties, including but not limited to: (i) the Patent Collateral (as defined in the Patent Security Agreements and set forth on Exhibit A hereto), (ii) the Trademark Collateral (as defined in the Trademark Security Agreement and set forth on Exhibit B hereto), and (iii) the Copyright Collateral (as defined in the Copyright Security Agreement and set forth on Exhibit C hereto).

WHEREAS, the Secured Party has filed liens and/or notices of security interest against certain assets of the Released Parties; and

WHEREAS, the Released Parties have paid or otherwise satisfied all outstanding amounts and discharged all liabilities and obligations currently owing under the Credit Agreement, the Security Documents and other financing documents executed in connection therewith and have requested that the Secured Party release its security interests in the Patent Collateral, the Trademark Collateral, and the Copyright Collateral.

NOW THEREFORE, in consideration thereof and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Secured Party agrees as follows:

1. Release of Security Interest. Effective as of the Release Date, Secured Party hereby irrevocably and forever terminates, releases and discharges (without recourse and without

any representation or warranty) any and all security interests, to the extent it has a security interest, in the Patent Collateral, the Trademark Collateral, and the Copyright Collateral, granted by the Released Parties under the IP Security Agreements.

2. Recordation of Release. Secured Party understands and agrees that this Release may be recorded by or for the Released Parties with the United States Patent and Trademark Office and/or the United States Copyright Office.

3. Further Actions. Secured Party further agrees to execute any other documents and take any further action reasonably necessary in any state, country or jurisdiction that the Released Parties may reasonably require to effect the intent and purpose of this Release, provided that all such documents are to be prepared by counsel to the Released Parties and the cost and expense of such documents and actions shall be borne solely by the Released Parties.


4. Capitalized Terms. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Credit Agreement.

5. Governing Law. This Release shall be governed by and construed and enforced under the laws of the State of New York.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, Secured Party has caused this Release to be executed by its duly authorized officer as of the Release Date.

CAPITALSOURCE FINANCE LLC, AS COLLATERAL AGENT

By: 
Name: C. J. Blay
Title: Assistant General Counsel - HR

Schedule A**PATENTS AND PATENT APPLICATIONS**

<u>Pledgor</u>	<u>Application or Registration No.</u>	<u>Country</u>	<u>Inventor</u>	<u>Issue or Filing Date</u>
Trover Solutions, Inc.	11/545,591	U.S.A.	Assigned to Trover. Inventor: Jerri Miller-Ubben	10/11/2006
Trover Solutions, Inc.	10/118,060	U.S.A.	Assigned to Trover. Inventor: Mitzi R. Hail, Berry Hayes, Tom Taylor, Nickolas Altieri, Bobby Tokuuke, Mark Bates	04/09/2002
Trover Solutions, Inc.	10/634,893	U.S.A.	Assigned to Trover. Inventors: Mitzi R. Hail, Berry Hayes, Tom Taylor, Bobby Tokuuke, Mark Bates, William C. Moore	08/06/2003
Trover Solutions, Inc.	10/790,145	U.S.A.	Assigned to Trover. Inventors: Mitzi R. Hail, Jonathan Gerdes, Mark Bates	03/02/2004

Schedule C**COPYRIGHTS AND COPYRIGHT APPLICATIONS**

<u>Pledgor</u>	<u>Application or Registration No.</u>	<u>Country</u>	<u>Issue or Filing Date</u>
Trover Solutions, Inc.	TXu 888-693	U.S.A.	01/07/1999
Trover Solutions, Inc.	TXu 657-318	U.S.A.	10/20/1994
Trover Solutions, Inc.	TXu 530-006	U.S.A.	06/29/1992
Trover Solutions, Inc.	TXu 424-148	U.S.A.	06/22/1990